

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT																								
NATURE OF CONVEYANCE:	SECURITY INTEREST																								
CONVEYING PARTY DATA																									
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RECEIVING PARTY DATA																									
Name:	Manufacturers and Traders Trust Company																								
Street Address:	PO Box 1358																								
City:	Buffalo																								
State/Country:	NEW YORK																								
Postal Code:	14240-1358																								
Entity Type:	CORPORATION: NEW YORK																								
PROPERTY NUMBERS Total: 7																									
<table border="1"> <thead> <tr> <th>Property Type</th> <th>Number</th> <th>Word Mark</th> </tr> </thead> <tbody> <tr> <td>Registration Number:</td> <td>3927395</td> <td>CARROLL FUELS SERVICE</td> </tr> <tr> <td>Registration Number:</td> <td>3763059</td> <td>COUNT ON CARROLL!</td> </tr> <tr> <td>Registration Number:</td> <td>3763058</td> <td>CIF</td> </tr> <tr> <td>Registration Number:</td> <td>2760876</td> <td>CF CARROLLFUEL</td> </tr> <tr> <td>Serial Number:</td> <td>85146429</td> <td>ON THE MOOOVE</td> </tr> <tr> <td>Serial Number:</td> <td>85214046</td> <td>FUELS YOUR JOURNEY</td> </tr> <tr> <td>Serial Number:</td> <td>85213958</td> <td>BTG</td> </tr> </tbody> </table>	Property Type	Number	Word Mark	Registration Number:	3927395	CARROLL FUELS SERVICE	Registration Number:	3763059	COUNT ON CARROLL!	Registration Number:	3763058	CIF	Registration Number:	2760876	CF CARROLLFUEL	Serial Number:	85146429	ON THE MOOOVE	Serial Number:	85214046	FUELS YOUR JOURNEY	Serial Number:	85213958	BTG	
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Serial Number:	85213958	BTG																							
CORRESPONDENCE DATA																									

OP \$190.00 3927395

Fax Number: (202)842-8465

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 202-842-8800

Email: dctrademarks@dbr.com

Correspondent Name: Amy E. Carroll

Address Line 1: 1500 K Street, N.W.

Address Line 2: Suite 1100

Address Line 4: Washington, DISTRICT OF COLUMBIA 20005-1209

ATTORNEY DOCKET NUMBER:	042858-480328
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NAME OF SUBMITTER:	Amy E. Carroll
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Signature:	/amyecarroll/
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Date:	04/13/2012
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Total Attachments: 8

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SECOND LIEN TRADEMARK SECURITY AGREEMENT

This SECOND LIEN TRADEMARK SECURITY AGREEMENT is made as of February 29, 2012, by and between Carroll Independent Fuel, LLC (successor to Carroll Independent Fuel Company), a Maryland limited liability company, Carroll Home Services, LLC, a Maryland limited liability company, Alliance/Burkhardt, LLC, a Maryland limited liability company and High's of Baltimore, LLC, a Maryland limited liability company (together with their respective successors and permitted assigns, collectively, the "**Assignors**" and each, an "**Assignor**"), and Manufacturers and Traders Trust Company, with an office at PO Box 1358, Buffalo, New York, 14240-1358, as administrative agent for itself and the other Secured Parties (as that term is defined in the Credit Agreement referenced below) (together with its successors and assigns in such capacity, "**Assignee**") and is made pursuant to the Second Lien Security Agreement dated as of the date hereof, by and among Assignee, the Assignors, HOB Holdco, LLC ("**HOB**"), HJR-Benson Venture LLC ("**Holdings**" and together with HOB, the "**Borrowers**"), and those other grantors party thereto (as the same may be amended, restated, modified, supplemented and/or replaced from time to time, the "**Security Agreement**").

WHEREAS, each Assignor is the owner of certain trademarks, including pending applications and/or registrations therefor, together with the goodwill of the business connected with the use of and symbolized thereby, including those listed on Exhibit A hereto (the "**Marks**"); and

WHEREAS, the Borrowers, Assignee, as Administrative Agent and a Lender, and certain other Lenders (as defined in the Credit Agreement) entered into that certain Second Lien Credit Agreement dated as of the date hereof (as the same may be amended, restated, modified, supplemented and/or replaced from time to time, the "**Credit Agreement**"), pursuant to which

such Lenders and the other Secured Parties agreed to extend credit to the Assignor on the terms and conditions described therein; and

WHEREAS, one of the conditions to the extension of credit under the Credit Agreement is that payment of the Secured Obligations (as defined in the Credit Agreement) shall be secured by, among other things, a security interest in favor of the Assignee, for the benefit of the Secured Parties, in the Marks and all Proceeds (as defined in the Security Agreement) thereof and the Assignors, each a direct or indirect Subsidiary of Holdings, is willing to grant to the Assignee, for the benefit of the Secured Parties, a security interest in the Marks and all Proceeds thereof and all other related claims and rights as more fully described in the Security Agreement.

NOW, THEREFORE, for good and valuable consideration, as security for the due and timely payment and performance of the Secured Obligations, each Assignor hereby pledges and grants to Assignee a security interest and lien in and to the Marks and all Proceeds thereof and gives notice of such security interest and the existence of the Security Agreement providing therefor.


Notwithstanding anything herein to the contrary, the security interests granted to the Assignee pursuant to this Agreement shall be second in priority to the security interests securing the First Lien Obligations (as defined in the Intercreditor Agreement) and subject to other Permitted Liens and the exercise of any right or remedy by the Assignee hereunder is subject to the provisions of the Intercreditor Agreement.

[Signature Page Follows]

Executed as of the date first above written.

Assignors:


**Carroll Independent Fuel, LLC (successor to
Carroll Independent Fuel Company)
Carroll Home Services, LLC
Alliance/Burkhardt, LLC
High's of Baltimore, LLC**

By  _____
Name: John H. Phelps
Title: Manager

Signature Page to Second Lien Trademark Security Agreement

Assignee:

**MANUFACTURERS AND TRADERS TRUST
COMPANY**, as Assignee, in its capacity as
Administrative Agent

By: 
Name: J. Andrew Michael
Title: Vice President

Signature Page to Second Lien Trademark Security Agreement







EXHIBIT A


Marks


THE CARROLL INDEPENDENT FUEL COMPANY
SUMMARY OF TRADEMARKS
28-Feb-12


TRADEMARKS

Trademark search developed by analysis of federal and MD state trademark and trade name databases and confirmed via Thomson Reuters Trademark Portfolio searches for the four entities below.




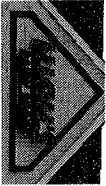
COMPANY	MARK	REGISTRY	REG. NO.	REG. DATE	SERIAL NO.	GOODS/SVCS.	STATUS
CARROLL INDEPENDENT FUEL COMPANY		USPTO			77806856	Air conditioning contractor services; heating contractor services; heating equipment installation and repair; installation and repair of air conditioning apparatus; installation, repair and maintenance of heating equipment; maintenance and repair of heating installations	DEAD
		USPTO	3927395	3/8/2011	77806824	Wholesale and retail store services featuring fuels	LIVE through 3/8/2017
		USPTO	3763059	3/23/2010	77800238	Heating oil	LIVE through 3/23/2016
		USPTO	3763058	3/23/2010	77800231	Heating oil	LIVE through 3/23/2016
	CARROLL FUEL	USPTO	2695056		76345881	IC 4 Gasoline; IC 35 Wholesale and retail gasoline supply services	DEAD
		USPTO	2760876	9/9/2003	76345318	IC 4 Gasoline; IC 35 Wholesale and retail gasoline supply services	LIVE through 9/9/2013
	CARROLL'S	USPTO	2245154		75397938	Retail convenience store services featuring convenience store items, including fast food and gasoline	DEAD
	CARROLL'S CONVENIENCE STORE AND EATERY	USPTO			75363167	Retail convenience store services featuring convenience store items, including fast food and gasoline	DEAD
	CARROLL INDEPENDENT FUEL	MD trade name		8/10/2009			
	CARROLL FUEL	MD trade name		8/10/2009			
	CARROLL	MD trade name		9/8/2009			
		Common Law					ACTIVE

	Common Law					ACTIVE
	Various text and design marks incorporating the term "CARROLL" and/or the stylized CIF logo for fuel and related goods and services	Common Law				ACTIVE

COMPANY	MARK	REGISTRY	REG. NO.	REG. DATE	SERIAL NO.	GOODS/SVCS.	STATUS
CARROLL HOME SERVICES, LLC	CARROLL HOME SERVICES	MD trade name		8/10/2009			
		MD trademark	2009-0163	9/16/2009		advertisements and on website for HVAC installation and maintenance services	LIVE through 9/16/2019
	Various text and design marks incorporating the term "CARROLL" and/or the stylized CIF logo for home services and related goods and services	Common Law					ACTIVE

COMPANY	MARK	REGISTRY	REG. NO.	REG. DATE	SERIAL NO.	GOODS/SVCS.	STATUS
ALLIANCE / BURKHARDT, LLC*	ALLIANCE FUEL	MD trade name		6/21/2010			
	ALLIANCE FUEL COMPANY	MD trade name		6/21/2010			
		MD Trademark	2010-0085	10/27/2010		Advertising for heating and diesel fuel services	LIVE through 10/27/2020
	Various text and design marks incorporating the term "ALLIANCE" or the letter "A" for heating oil and related goods and services	Common Law					ACTIVE

COMPANY	MARK	REGISTRY	REG. NO.	REG. DATE	SERIAL NO.	GOODS/SVCS.	STATUS
HIGH'S OF BALTIMORE, INC.	HIGH'S	MD Trademark	1995-7768	5/12/1995		Milk, ice cream, butter, cheese, eggs, margarine, sundae toppings, breads, pretzels, dessert toppings	LIVE through 11/26/2015

ON THE MOOVE	USPTO					IC 29 for Prepared french fries for immediate consumption, sold at convenience stores; IC 30 for breakfast burritos; burritos; coffee and tea; dough-enrobed foods consisting of a dough-based wrapper with fillings consisting primarily of meats, poultry, fish, fruits and vegetables; hoagies; pizzas; sandwiches, all prepared for immediate consumption at convenience stores and excluding dairy products	LIVE
FUELS YOUR JOURNEY	USPTO				85146429	Automobile service stations	LIVE
BTG	USPTO				85214046	Vehicle service stations	LIVE
HIGH'S OF BALTIMORE	Common Law						ACTIVE
HIGH'S DAIRY STORES	Common Law						ACTIVE
HIGH'S	Common Law						ACTIVE
	Common Law						ACTIVE
	Common Law						ACTIVE
	Common Law						ACTIVE
	Common Law						ACTIVE
Various text and design marks incorporating the term "HIGH'S" for convenience stores and related goods and services	Common Law						ACTIVE

TRADEMARK

REEL: 004756 FRAME: 0075

RECORDED: 04/13/2012